



INDIVIDUALS & SOCIETY MEMBERS

IMPORTANT NOTICE

Please read this policy carefully to ensure that it is in accordance with your requirements and that you understand its terms, exclusions and conditions. Please contact Walker Midgley Insurance Brokers on 0114 2502770 immediately if any corrections are necessary.

Any enquiries you may have regarding your policy may be addressed directly to us. You should tell us if the e-mail address you provided to us has changed.

CLAIMS PROCEDURE

If you wish to make a claim, please contact Walker Midgley Insurance Brokers on 0114 2502770 or contact us on 0800 5878388 or at the address below, quoting your policy number. Please also refer to our on-line guidance on how to make a claim which can be found at www.travelers.co.uk

COMPLAINTS PROCEDURE

Our Promise

- We will acknowledge complaints promptly
- We will investigate quickly and thoroughly
- We will keep you informed of progress
- We will do everything to resolve your complaint fairly
- We will learn from our mistakes and use your feedback to continually improve our service

What to do if you have a complaint

If you have a complaint, please contact our **Compliance Team** on:

Tel: +44 (0) 203 207 6000
Email: CustomerRelations@travelers.com
Address: The Compliance Team, Travelers, Creechurch Place, Creechurch Lane, London, EC3A 5AF

Quoting your policy number or claim reference helps us handle your complaint quickly. We will respond as promptly as we can.

If your complaint cannot be resolved to your satisfaction and you are an eligible complainant (a private individual or small business), you may refer your complaint to the Financial Ombudsman Service (**FOS**) whose contact details are:

Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk
Address: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Please note, your complaint needs to be referred to the FOS within six months of receiving our final response.

USING PERSONAL INFORMATION

How we treat information about you and your rights under data protection legislation

In order to provide our insurance services, we (Travelers Insurance Company Limited acting as a Data Controller) will collect certain personal information about you. The type of information that we collect will depend on our relationship with you. For example, you may be a Travelers policyholder, prospective policyholder or a third party making a claim under a Travelers insurance policy.

If you provide us with personal information about a third party, you should share this notice with them.

We will also collect different types of information depending upon the kind of insurance cover we are being asked to provide or the kind of claim we are being asked to assess or pay.

Some of the information we collect may be classified as 'special category data', which is data that may contain information about physical or mental health, religious beliefs and criminal and disciplinary offences (including convictions).

Your personal information may be used in a number of ways including:

- considering an application for insurance,
- providing and administering an insurance policy,
- handling claims including claims validation,
- preventing and detecting fraud, including providing information to the relevant authorities.

Where relevant, we will share your information with other companies in the Travelers group, third parties such as claims handlers, loss adjusters, other insurers and reinsurers, fraud prevention agencies, service companies associated with our products, or as required by law (including providing the information to government or regulatory authorities). This may involve the transfer of your information to countries inside and outside the European Economic Area.

If your policy includes motor cover, your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers Information Centre (MIIC).

We may also use your personal information for marketing purposes, but only in accordance with your marketing preferences.

For more information about how we process your data and the rights you have, please click <http://www.travelers.co.uk/main/privacy-policy.asp>

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The Insurance Contract

This **policy** is a legal contract between **you** and **us**. The **policy** wording and **schedule** make one document and must be read together. Please keep them together.

The contract is based on the information **you** gave **us** when **you** applied for the insurance.

Our part of the contract is that **we** will provide the cover set out in this **policy** wording:

- for those sections which are shown on **your policy schedule**;
- for the **period of insurance** set out on the same **schedule**.

Your part of the contract is:

- **you** must pay the premium as shown on **your schedule** for each **period of insurance**;
- **you** must comply with all the conditions set out in this **policy**.

There are conditions of the insurance that **you** or **your family** will need to meet as **your** part of this contract on page 9. The conditions set out the changes in circumstances that could affect **your** cover and when **we** would cancel **your policy**.

Please take the opportunity to read the **policy** conditions.

If **you** do not meet **your** part of the contract, **we** may turn down a claim, increase the premium or **you** may find that **you** do not have any cover.

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law which applies to this contract, to the extent permitted by those laws.

Unless **you** and **we** agree otherwise, **we** have agreed with **you** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **you** live, or, if **you** live in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **you** live.

We and **you** have agreed that any legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **you** live, or, if **you** live in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **you** live.

This **policy** has been issued by Travelers Insurance Company Ltd in the United Kingdom.

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General Words with Special Meanings

This part of the **policy** sets out the words which have a special meaning. Each word is listed with the meaning explained below it and is printed in bold type whenever it appears in the **policy**. **Your schedule** will show **you** if **you** have this section insured under **your policy**.

Word	Meaning
Accident	A sudden, violent, unexpected, involuntary and specific event, external to the body, which occurs at an identifiable time and place.
Ancillary equipment	Equipment which you would usually need when operating models away from your buildings including spare parts, blowers, firing tools, flue brushes, trolleys, radio control equipment, spare batteries, battery chargers, oil, coal and the like
Buildings	Your home workshop buildings, including fixtures and fittings, at the address shown and for the activities described in your schedule . Buildings does not include aerials and satellite receiving equipment.
Damage	Accidental loss, destruction or theft.
Damaged	Accidentally lost, destroyed or stolen.
Disablement	Permanent total disablement or temporary total disablement .
Doctor	A registered medical practitioner who is not you or related to you , who is currently registered with the General Medical Council in the United Kingdom (or foreign equivalent) to practice medicine.
Europe	The member states of the European Union, Norway and Switzerland.
Excess	The first part of any claim which you must pay.
Employee	The word ' Employee ' shall mean any <ul style="list-style-type: none"> (a) person under a contract of service or apprenticeship with the You (b) labour only sub-contractor or labour master or any person supplied by them (c) self-employed person providing labour only (d) person hired to or borrowed by You (e) person under work experience or similar schemes whilst working directly for the Named Insured in connection with the Business
Heave	Upward and/or lateral movement of the site on which your buildings stand arising out of swelling of the ground.
Insured person	You, your family or volunteers .
Landslip	Downward movement of sloping ground.
Living van	Caravans, trailers, water carts and implements or constituent parts including ancillary equipment such as road making tools, traffic lights and portable generators.
Loss of limb	Permanent loss by physical separation or permanent and total loss of use of a limb at or above the wrist or ankle (meaning an arm, hand, leg or foot).
Loss of sight	Physical loss of one or both eyes or the loss of a substantial part of the sight of one or both eyes. A substantial part means that the degree of sight remaining after the accident is 3/60 or less on the Snellen scale after correction with spectacles or contact lenses. (At 3/60 on the Snellen scale a person can see at 3 feet something that a person who has not suffered such loss of sight should be able to see at 60 feet).
Model boats	Model or miniature boats which due to their size are not intended for, and are incapable of, carrying passengers and are powered by any of the following: <ul style="list-style-type: none"> • electric, or • clockwork motors, or • rubber motors, or • sail, or • steam.

Word	Meaning
Model air cushioned vehicles	<p>Model or miniature air cushioned vehicles¹ which due to their size are not intended for, and are incapable of, carrying passengers, powered by any of the following:</p> <ul style="list-style-type: none"> • electric, or • clockwork motors, or • rubber motors, or • sail, or • steam, or • internal combustion engines not exceeding 40cc
Model aircraft	<p>Model or miniature aircraft powered by any of the following:</p> <ul style="list-style-type: none"> • rubber motors, or • electric, or • internal combustion engines, or • Jetex power units. <p>Miniature aircraft powered by internal combustion engines are limited to the following:</p> <ul style="list-style-type: none"> • Radio Controlled – total engine capacity not exceeding 40cc • Free Flight – total engine capacity not exceeding 10cc • Line Controlled – total engine capacity not exceeding 40cc
Model locomotives	Model or miniature railway locomotives and rolling stock not exceeding 2ft gauge, including those powered by gas turbines.
Model	A physical representation of an object or structure, typically of a smaller scale than the original.
Period of Insurance	The period shown on your schedule and any further period for which you have paid or have agreed to pay and we have accepted or have agreed to accept your premium.
Permanent total disablement	The disablement of an insured person which has lasted for a minimum of twelve months and in the opinion of a doctor acting on our behalf is beyond any prospect of recovery or improvement.
Policy	This insurance document, including its general and specific Sections and the schedule .
Product	Anything tangible (including containers, packaging, or labels) manufactured, sold, supplied, hired out, repaired, serviced, altered, upgraded, installed, erected, processed, tested, treated, stored, or transported by you or on your behalf in connection with your activities described in the schedule after it has ceased to be in your custody or control
Projects	Work under construction and associated drawings.
Property insured	The material assets belonging to you forming the subject matter of the policy .
Schedule	The schedule to the policy .
Subsidence	Downward movement of the site on which your buildings stand by a cause other than the weight of the themselves.
Temporary total disablement	The disablement of an insured person which has lasted fewer than twelve months and in the opinion of a doctor acting on our behalf is likely to result in full recovery or improvement.

Terrorism	<p>An act, or the threat, by any person or group of persons, whether acting alone or on behalf or in connection with any organisation or government, that:</p> <ul style="list-style-type: none"> • is committed for political, religious, ideological or similar purposes; or • is intended to influence any government or to put the public, or any section of the public, in fear; and • i) involves violence against one or more persons; or ii) involves damage to property; or iii) endangers life other than that of the person committing the action; or iv) creates a risk to health or safety of the public or a section of the public; or v) is designed to interfere with or disrupt an electronic system.
Tools and equipment	Includes lathe tools, milling cutters, hand tools, hand held electric tools, vices, rotary tables, welding equipment and measuring equipment.
Trailers	Includes living vans , water carts and implements.
Unoccupied	When your building has not been used or occupied by you or by anyone who has your permission, for more than 60 days in a row.
Volunteer	Unpaid helper acting under your instruction and supervision.
War	Invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war , rebellion, revolution, insurrection, military or usurped power
We/our/us	Travelers Insurance Company Ltd.
Workshop machinery	<p>Machinery, and ancillary equipment. This includes lathes, milling machines, shapers, pedestal drills, fly presses and the like.</p> <p>Workshop machinery does not include:</p> <ul style="list-style-type: none"> • motor vehicles and children's motor vehicles whether licensed for road use or not (other than motorised or electric wheelchairs), money, mechanically propelled or assisted vehicles (other than garden machinery and pedestrian controlled vehicles), aircraft, trains and boats (including models), gliders, hang gliders, wet bikes, hovercraft and other mechanically propelled or assisted watercraft, caravans, trailers or parts or accessories for any of them whether attached or detached; or • anything used for trade, professional or business purposes
You/Your	The person(s) named on the schedule .
Your Family	<p>You or any of the following people, providing they normally live with you:</p> <ul style="list-style-type: none"> • your husband, wife or partner; • children and; • your relatives.

Policy Conditions

These are the conditions of the insurance **you** will need to meet as **your** part of this contract. If **you** do not, a claim may be rejected, or payment could be reduced. In some circumstances **your policy** might be invalid.

Taking care

You must take all reasonable steps to avoid incurring liability and prevent loss or **damage** to everything which is covered by this insurance and to keep all the **property insured** in good condition and in good repair.

Information **you** have given **us**

The information **you** have given **us** is important as **we** use this in setting the terms and premium for **your** insurance. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this insurance as if it never existed and decline all claims.

If **we** establish that **you** carelessly provided **us** with false or misleading information, it could adversely affect **your** insurance and any claim. For example, **we** may:

- amend the terms of **your** insurance. **We** may apply these amended terms (which may include refusing to pay a claim) as if they were already in place if the amount **we** would pay has been adversely impacted by **your** careless provision of false or misleading information;
- require **you** to pay more for **your** insurance; or
- cancel **your** insurance in accordance with the cancellation condition.

We will write to **you** if **we**:

- intend to treat this insurance as if it never existed;
- need to amend the terms of **your** insurance; or
- require **you** to pay more for **your** insurance.

Notifying **us** of any changes or inaccuracies

If **you** become **aware** that information **you** have given **us** is inaccurate or has changed, **you** must inform **us** as soon as practicable.

When **we** are notified that information **you** previously provided is inaccurate, or of any changes to that information, **we** will tell **you** if this affects **your** insurance. For example **we** may amend the terms of **your** insurance or require **you** to pay more for **your** insurance or cancel **your** insurance in accordance with the cancellation condition.

If **you** fail to notify **us** that information **you** have provided is inaccurate, or **you** fail to notify **us** of any changes, this insurance may become invalid and **we** may not pay **your** claim, or any payment could be reduced.

Fraudulent Claims

If **you**, or anyone acting on the **your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance will become invalid. This means **we** will not pay the false or fraudulent claim, or any subsequent claim.

Transferring **your** interest in the **policy**

You cannot transfer **your** interest in this **policy** to anyone else without **our** written permission.

Cancelling the **policy**

If **you** wish to cancel **your policy** please write to **us** at the address or call the number shown on **your schedule**. If **you** cancel the **policy** **you** may be entitled to a refund of premium provided that no claim has been made during the current **period of insurance**.

Cancellation by **you** within the first 14 days

If **you** cancel the **policy** within 14 days of the date **you** receive **your policy** documents, **we** will refund the premium provided no claim has been made during the current **period of insurance**.

Cancellation by **you** after the first 14 days

If **you** cancel the **policy** after 14 days of the date **you** receive **your policy** documents, **we** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claim has been made during the current **period of insurance**.

Where **we** cancel **your policy**

Please also refer to the Fraudulent Claims condition on page 9 of this **policy** and to the Notifying **Us** of Changes or Inaccuracies condition on page 9 of this **policy**.

We may also cancel the **policy** where **we** have identified serious grounds, such as;

- failure to provide **us** with information **we** have requested that is directly relevant to the cover provided under this **policy** or any claim;
- the use or threat of violence or aggressive behaviour against our staff, contractors or property;
- the use of foul or abusive language; or
- nuisance or disruptive behaviour

We will contact **you** at **your** last known address and, where possible, seek an opportunity to resolve the matter with **you**. Where a solution cannot be agreed between **us**, **we** may cancel the **policy** by giving **you** 14 days notice.

This will not affect **your** right to make a claim for any event that happened before the cancellation date. If **we** cancel the **policy** **we** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claim has been made during the current **period of insurance**.

Financial sanctions

We will not provide any cover or have any liability to pay any claim or provide any benefit under this **policy** where the provision of such cover, payment of such claim, or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or United States of America.

Other conditions

There are other conditions which relate to any claim **you** may make and these are shown on page 10 headed 'Claims conditions'. **You** should also refer to any conditions shown under individual sections of **your policy**.

Claims conditions

These are the claims conditions **you** will need to keep to as **your** part of this contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your policy** might be invalid.

If anything happens which might lead to a claim, what **you** must do depends on what has happened. The sooner **you** tell **us** the better. In some cases, there are other people **you** must contact first.

When an incident occurs which may result in a claim, **you** must also read the information on 'How to make a claim' on page 4.

You should also check the information on 'How **we** settle claims' under the section of **your policy** which covers the loss or **damage**, e.g. Home workshop.

What **you** must do

If **you** are the victim of theft, riot, a malicious act or vandalism, or if **you** lose something away from **your** building, tell the police immediately upon discovery and ask for a crime reference number and tell **us** as soon as **you** can, or in case of riot tell **us** immediately, but no later than 7 days after the riot.

If someone is holding **you** responsible for an injury or any **damage**, **you** must not admit responsibility. Give **us** full details in writing as soon as **you** can and any claim form, application notice, legal document or other correspondence sent to **you** must be sent to **us** straightaway without being answered.

For all other claims, tell **us** as soon as **you** can.

You should do all **we** reasonably ask **you** to do to get back any lost or stolen property.

Do not throw away any **damaged** items before **we** have had a chance to see them, or carry out any non-emergency repairs before **we** have had a chance to inspect them.

To help **us** deal with **your** claim quickly, **we** may require additional information which may include the following:

- original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements, utility bills, pre-purchase surveys, or plans or deeds of **your** property;
- purchase dates and location of lost or **damaged** property;
- for **damaged** property, confirmation from a suitably qualified expert that the item **you** are claiming for is beyond repair.

Where **we** have asked **you** for specific information relevant to **your** claim **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information.

Rights and responsibilities

We may need to get into a building that has been **damaged** to salvage anything **we** can and to make sure no more **damage** happens. **You** must help **us** to do this but **you** must not abandon **your** property to **us**.

You must not settle, reject, negotiate or offer to pay any claim **you** have made or intend to make under this **policy** without **our** written permission. **We** have the right, if **we** choose, in **your** name but at **our** expense to:

- take over the defence or settlement of any claim;
- start legal action to get compensation from anyone else;
- start legal action to get back from anyone else any payments that have already been made.

You must provide **us** with any information and assistance **we** may require about any claim.

You must help **us** to take legal action against anyone or help **us** defend any legal action if we ask you to.

When **you** call **us** **we** will advise **you** of **our** requirements, which will be either:

- ask **you** to get estimates for repairs or replacement items; or
- arrange for the **damage** to be inspected by one of **our** Claims Advisors or an independent loss adjuster or other expert – their aim is to help **us** agree a fair settlement with **you**; or
- arrange for the repair or a replacement as quickly as possible.

Where **we** have asked **you** for specific information relevant to **your** claim **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information.

Other insurance

If **you** claim under this **policy** for something which is also covered by another insurance **policy**, **you** must provide **us** with full details of the other insurance **policy**. **We** will only pay **our** share of any claim other than if the claim is for a **living van** and **you** have another **policy** with **us** covering the same **living van**, **we** shall not pay for any costs expenses or **damage** under this **policy** provided that payment has been made or agreed to be made under such **policy**.

Policy Exclusions

These exclusions apply to all the sections of **your policy**. This insurance does not cover:

Date change and computer viruses

Any loss or **damage**;

- to equipment by its failing correctly to recognise data representing a date in such a way that it does not work properly or at all; or
- arising from a computer viruses including malware

Legal expenses, legal benefits or liability arising directly or indirectly from:

- equipment failing correctly to recognise data representing a date in such a way that it does not work properly or at all; or
- computer viruses including malware;

but any claim for legal expenses/benefits to pursue compensation for personal injury is not excluded.

For the purposes of this exclusion:

Equipment includes computers and anything else insured by this **policy** which has a microchip in it.

Computers include hardware, software, data, electronic data processing equipment and other computing and electronic equipment linked to a computer.

Microchips include integrated circuits and microcontrollers.

Computer viruses include any program or software which prevents any operating system, computer program or software working properly or at all.

Deception

Any loss, damage, liability, cost or expense of any kind arising out of deception

Defective construction or design

Any loss, **damage**, liability, cost or expense of any kind arising out of or resulting from poor or faulty design, workmanship or materials.

Existing and deliberate damage

Any loss, **damage**, liability, cost or expense of any kind occurring, or arising from an event occurring, before the **period of insurance** starts or caused by a deliberate act by **you** or **your family**

Northern Ireland

Any loss or **damage** to; **property insured** in Northern Ireland arising out of any civil commotion

Pollution or contamination

Liability arising out of any actual or alleged pollution or contamination, including clearing up, testing, monitoring, containing, treating, detoxifying or neutralising pollution or contamination:

- within the United States of America or its territories and possessions, Puerto Rico or Canada; or
- elsewhere in the world unless caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**.

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Radioactive contamination

Any expense, legal liability, loss or **damage** to property directly or indirectly arising out of or contributed to by:

- ionising radiation or radioactive contamination
- from any nuclear fuel or waste which results from the burning of nuclear fuel
- the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it
- any weapon or device employing atomic or nuclear fission or fusion or other like reaction or radioactive force or matter
- the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter but the exclusion in this paragraph shall not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared carried stored or used for commercial agricultural medical scientific or other similar peaceful purposes
- any chemical biological bio-chemical or electromagnetic weapon

Rot

Any loss, **damage**, liability, cost or expense of any kind arising out of rot whether or not this is arising out of any other cover included in this insurance.

Terrorism

Any loss, **damage**, liability, cost or expense of any kind arising out of, resulting from or in connection with any act of **Terrorism**

War risks or confiscation

War risks or confiscation

Any loss, **damage**, liability, cost or expense of any kind caused by:

- **war**; or
- permanent or temporary dispossession of any property resulting from confiscation, nationalisation, commandeering or requisition by any lawfully constituted authority

Wear and tear

Any loss, **damage**, liability cost or expense of any kind arising out of or resulting from wear and tear, depreciation, corrosion, rusting, damp, insects, vermin, fungus, condensation, fading, frost or anything that happens gradually, the process of cleaning, dyeing, repair, alteration, renovation or restoration.

Models and Ancillary equipment

This part of the **policy** sets out the cover **we** provide for **models** and **ancillary equipment**, unless **your** schedule states 'Not insured under this **policy**'.

What is covered

Damage to property insured anywhere in the United Kingdom, Channel Islands, the Isle of Man or **Europe**, arising out of the following:

- 1 Fire, lightning, explosion, earthquake or smoke.

- 2 Storm or flood.

- 3 Freezing of water in fixed water or fixed heating systems. Water escaping from washing machines, dishwashers, fixed water or fixed heating systems.

Oil escaping from a fixed heating system.

What is not covered

The **excess** shown on **your** schedule

Damage arising out of smoke from air pollution

Damage caused by explosion arising from the bursting of any boiler, economiser or other vessel, machine or apparatus (but this does not include any boiler used for domestic purposes only on the premises or of any other boiler or economiser fixed in **your building**), belonging to or under **your** control in which internal pressure is due to steam only, unless:

- i. The boiler or pressure vessel concerned has at the time of the incident a valid boiler test certificate;
- ii. The boiler or pressure vessel concerned does not have a capacity greater than 3 bar litres or is a gas tank with a capacity no greater than 250ml; or
- iii. The boiler or pressure vessel concerned is undergoing a test by a duly elected boiler tester or other independent body according to the Examination and Testing of Miniature Steam Boilers (New Edition 2006) and any subsequent revisions

Damage to models caused by explosion arising out of insufficient water in the boiler of any **model**.

Boiler test certificate means a valid

- (a) examination certificate issued against a suitable Written Scheme of Examination drawn up by either an inspection authority affiliated to the Safety Assessment Federation (SAFed) or The National Traction Engine Trust; or
- (b) examination certificate issued by a person or body appearing on The National Traction Engine Trust register of Boiler Inspectors; or
- (c) hydraulic test certificate and a valid steam test certificate both issued following examinations conforming with the Examination and Testing of Miniature Steam Boilers (New Edition 2006) or any subsequent revision

Damage arising out of frost

Damage arising out of a rise in the water table (the level below which the ground is completely saturated with water)

Damage arising out of escape of water.

Damage while **your** building is **Unoccupied**.

- 4 Riot, civil commotion.
- 5 Malicious acts or vandalism.
- 6 Theft or attempted theft.
- 7 **Subsidence** or **heave** of the site on which **your** building stands or of land belonging to **your buildings** or **landslip**

Damage unless following forcible or violent entry to or exit from a building.

Damage unless following actual or threatened violence or assault.

Damage if the stationary engine is not in a locked building and attended by **you**.

Damage if the stationary engine is taken from a tent or marque unless it is attended by two people which **you** have authorised or by the person in charge or property owner of the tent or marque.

Damage from an unattended vehicle unless the vehicle is fully locked and any alarms or immobilisers are in operation.

Damage from an unattended trailer unless the trailer is locked to the towing vehicle or, if detached, immobilised by a lock on the towing hitch, a wheel clamp or by removing a wheel from each axle.

The **subsidence, heave** or **landslip excess** shown on **your** schedule

Damage to solid floors or **damage** arising out of solid floors moving, unless the foundations of the outside walls of **your** building are **damaged** by the same cause and at the same time.

Damage arising out of structures bedding down or settlement of newly made up ground.

Damage arising out of the coast or a riverbank being worn away.

Damage arising out of or from demolition, alteration or repair to **your** building.

Damage arising out of sulphate reacting with any materials from which **your** building is built.

- 8 Falling trees or branches.
- 9 Falling aerials or satellite receiving equipment, their fittings or masts.
- 10 Impact involving vehicles, aircraft, rail or anything dropped from them, or animals.
- 11 Accidental **damage**.

Damage by pets

Damage by mechanical, electrical or electronic fault or breakdown.

Damage by any cover listed under What is covered forming part of the **Models** and **Ancillary equipment** section of the **policy** or by any of the causes which is specifically excluded from these covers as stated under What is not covered

Damage arising out of the coast or a riverbank being worn away.

Damage arising out of or from demolition, alteration or repair to **your** building.

If **you** wish to claim under this section of **your policy** please follow the steps detailed in the 'How to make a claim' section (page 4). **You** should also read the Claims conditions and **Policy** exclusions on pages 12 to 15.

How **we** settle claims

We will, at **our** option replace repair or pay for any **damaged** item as described in the **policy**, up to the total sum insured or in respect of any item its sum insured or any other stated limit of liability in the schedule

For **models** and **ancillary equipment** the cost of repair or replacement with an equivalent **model** or specification or if **we** are unable to economically repair or find a replacement or a similar quality, **we** will agree a cash settlement

Road Trailer

This part of **your policy** sets out the cover **we** provide for **your** road trailer, unless **your** schedule states 'Not insured under this **policy**'.

What is covered

Damage to **your** road trailer in the United Kingdom, Channel Islands, Isle of Man and temporarily elsewhere in **Europe**.

Damage to **your Tools and equipment** while contained in **your trailer**. The most **we** will pay for theft of **tools and equipment** from a road trailer is £250.

If, as a result of **damage**, **your** road trailer is unable to be towed **we** will pay the reasonable costs of transport to **your** home address or a repairing garage.

If as a result of **damage** **your** road trailer is immobile, **we** will pay a maximum of £20 per day for a period not exceeding 10 days to enable **you** to hire an alternate trailer.

How we settle claims

If **you** wish to claim under this section of **your policy** please follow the steps detailed in the 'How to make a claim' section (page 4). **You** should also read the Claims conditions and **Policy** exclusions on pages 9 to 10.

We will, at **our** option, replace repair or pay for any **damaged** item as described in the **policy**, up to the total sum insured or in respect of any item its sum insured or any other stated limit of liability in the **schedule**

- 1 For road **trailers**, the cost or repair or replacement as new
- 2 For **tools and equipment**, the cost of repair or replacement as new

Underinsurance

In respect of road Trailers

If at the time of the **damage** the sum insured by the relative item is less than the Insurable Amount the amount otherwise payable shall be proportionately reduced.

Insurable Amount shall be Reinstatement Value.

Reinstatement Value shall mean the total of the insured costs in reinstating the road trailer to a condition substantially the same as but not better or more extensive than its condition when new at the level of costs applying at the commencement of the **period of insurance**

What is not covered

The **excess** shown on **your** schedule

Damage by mechanical, electrical or electronic breakdown, delay, confiscation or detention by customs or other official bodies.

Damage arising out of water entering **your** road trailer other than by storm or flood.

The most **we** will pay for theft of **Tools and equipment** from a road trailer is £250.

Damage after **your** road trailer has been outside the United Kingdom for a total of more than 60 days in any **period of insurance**.

The most **we** will pay for **Tools and equipment** that have been taken outside the United Kingdom is £250.

Damage caused during the recovery of **your** road trailer following unrelated loss or **damage**.

Damage to tyres from breaking, punctures, cuts or bursts.

Loss of market value following **damage**.

Personal Accident

This part of the **policy** sets out the cover **we** provide for **insured persons** in respect of accidents unless **your** schedule states 'Not insured under this **policy**'.

What is covered

We will pay up to the amount shown in the table of benefits to **insured persons** (or to their executors or administrators if they die) if they are involved in an **accident** whilst undertaking activities described in **your** schedule which, solely and independently of any other cause results in one or more of the following within 12 months of the date of the **accident**.

- **Loss of limb** (a limb means an arm, hand, leg or foot);
- **Loss of sight;**
- **Permanent total disablement;**
- **Temporary total disablement;** or
- Death.

The maximum **we** will pay for all accepted claims by all insured persons in respect of any one originating event in the aggregate will not exceed £500,000. In the event of a claim exceeding this aggregate limit, **our** liability in respect of each **insured person** claimed for shall be proportionately reduced until the total does not exceed the aggregate limit.

What is not covered

Any claim related to:

- A) illness, sickness or disease (not resulting from bodily injury following an **accident**),
- B) any naturally occurring condition or degenerative process,
- C) post-traumatic stress disorder or any psychological or psychiatric condition (not resulting from bodily injury following an **accident**).
- D) to child birth or pregnancy
- E) to an **insured person** taking part in civil commotion, riot or other criminal act
- F) to any nuclear, chemical or biological contamination due to a terrorist act;
- G) to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection, or military or usurped power: or
- H) to an **insured person** engaging in or taking part in armed forces service or operations.

Any claim resulting from **accident** to an **insured person** if **you** are not present.

Any claim resulting from the **insured person** engaging in any of the following activities:

- Aqualung diving
- Flying unless as a passenger or a member of crew undertaking work on the aircraft
- Football other than amateur association football
- Hang-gliding
- Hunting on horseback
- Motor Competitions
- Motor-cycling as a rider or passenger
- Mountaineering or cliff or rock climbing
- Parachuting
- Potholing
- Racing other than on foot or in dinghies
- Use of power driven woodworking machinery for business or occupational purposes
- Winter sports other than curling or skating

Any claim for **permanent total disablement** if the **insured person** is aged 66 years and over unless this is **you** and the benefit is paid under Category B.

Any claim arising from a driver being under the influence of drugs or alcohol.

Any claim arising from an **insured person's** suicide or attempted suicide; or an **insured person** injuring themselves deliberately or putting themselves in danger (unless the **insured person** is trying to save a human life).

Table of Benefits

Benefits	Category A	Category B	Category C	Category D	Category E
1 Death	£10,000	£4,000	£2,000	£2,000	£2,000
2 Loss of limb	£10,000	£4,000	£2,000	£2,000	£2,000
3 Loss of sight	£10,000	£4,000	£2,000	£2,000	£2,000
4 Permanent total disablement other than by loss of limb from gainful employment of any and every kind	£10,000	£4,000	£2,000	£2,000	£2,000
5. Temporary total disablement from usual occupation payable for a maximum of 104 weeks not necessarily consecutive	£100 per week	£100 per week	£50 per week	Nil	Nil

Categories of Insured person

Category A is **you** if aged between 16 and 64

Category B is **you** if aged 65 and over

Category C is **you** if aged 15 and under

Category D is **your family**

Category E is any person driving, including boarding or alighting, **your model** or any **volunteer**

Conditions of cover applicable to this section of cover

Disappearance

In the event of the disappearance of the **insured person** if after a suitable period of time it is reasonable to believe that the **insured person** has died as a result of accidental bodily injury the death benefit shall become payable subject to a signed undertaking that if the belief is subsequently found to be wrong the death benefit shall be refunded to **us**.

Evidence Required

In connection with any claim:

- A) the **insured person** must undergo a medical examination and provide medical evidence to **us** (at **our** expense) as often as **we** may reasonably require following receipt of that claim; and
- B) no benefit shall be payable in respect of that claim where the **insured person** fails to undergo such medical examination or provide such medical evidence as referred to in (a) above.

Exposure

If the **insured person** suffers death or **disablement** as the result of exposure to the elements consequent upon any accident **we** will consider that as having been caused by bodily injury following an **accident**.

Payment

We will not pay in respect of any one **insured person** under more than one of Benefits 1 to 5 in connection with the same **accident**.

Temporary total disablement

In the case of any **insured person** who is undergoing full time education at the time of the **accident** the weekly payment of Benefit 5 **temporary total disablement** is restricted while they are a hospital inpatient or attending as an out- patient following referral by a hospital **doctor**, General Practitioner, a hospital clinic, a physiotherapy clinic or a chiropractor clinic from the **accident** for a maximum of 13 weeks in total, not necessarily consecutive; or

In the case of any **insured person** who is not in regular gainful employment the weekly payment of Benefit 5 **temporary total disablement** is restricted while they are a hospital inpatient or attending as an out- patient following referral by a hospital **doctor**, General Practitioner, a hospital clinic, a physiotherapy clinic or a chiropractor clinic from the **accident** for a maximum of 13 weeks in total, not necessarily consecutive.

Home Workshop

This part of the **policy** sets out the cover **we** provide for **your buildings, workshop machinery, stock and tools and equipment**, unless **your** schedule states 'Not insured under this **policy**'.

What is covered

Damage to property insured at the address shown in the schedule arising out of the following:

- 1 Fire, lightning, explosion, earthquake or smoke.
- 2 Storm or flood.
- 3 Freezing of water in fixed water or fixed heating systems. Water escaping from washing machines, dishwashers, fixed water or fixed heating systems. Oil escaping from a fixed heating system.
- 4 Riot, civil commotion.
- 5 Malicious acts or vandalism.
- 6 Theft or attempted theft.
- 7 **Subsidence** or **heave** of the site on which **your** building stand or of land belonging to **your buildings**, or **landslip**.
- 8 Falling trees or branches.
- 9 Falling aerials or satellite receiving equipment, their fittings or masts.
- 10 Impact involving vehicles, aircraft, rail or anything dropped from them, or animals.

What is not covered

The **excess** shown on **your** schedule

Damage arising out of smoke from air pollution

Damage arising out of frost

Damage arising out of a rise in the water table (the level below which the ground is completely saturated with water).

Damage arising out of the escape of water **excess** shown on **your** schedule

Damage to the appliance or system which the water or oil escapes from unless freezing causes the **damage**

Damage while **your** building is **unoccupied**

Damage by sulphate reacting with any materials from which **your** building is built

Damage by water escaping which results in **subsidence**, movement, settlement or shrinkage of any part of **your** building or of the land belonging to **your** building.

Loss by deception unless the only deception was someone tricking their way into **your** building

Loss to **workshop machinery, projects or tools and equipment** in any garage or outbuilding unless this forms part of the **buildings** of **your** home workshop.

The **subsidence, heave or landslip excess** shown on **your** schedule

Damage to solid floors or **damage** arising out of solid floors moving, unless the foundations of the outside walls of **your** building are **damaged** by the same cause and at the same time.

Damage arising out of structures bedding down or settlement of newly made up ground.

Damage arising out of the coast or a riverbank being worn away.

Damage arising out of or from demolition, alteration or repair to **your** building.

Damage arising out of sulphate reacting with any materials from which **your** building is built.

Damage arising out of pets.

In addition **you** are covered for the following:

- | | |
|--|--|
| <p>11 Accidental breakage of glass, forming part of your building.</p> | <p>The replacement cost of any part of the item other than the broken glass</p> |
| <p>12 Fees and related costs incurred in repairing or replacing damaged parts of your building, provided the damage is covered under your policy and subject to our prior agreement. We will pay for: Architects, engineers, surveyors and legal fees;</p> <ul style="list-style-type: none"> • the cost of removing debris, demolition, shoring up or propping up and taking away any damaged parts of your building; • the cost of meeting current building regulations, local authority or other statutory requirements or conditions provided that the damaged parts of your buildings are repaired or replaced. | <p>Any fees and costs you have to pay preparing or furthering any claim.</p> <p>Fees and related costs incurred in meeting any building regulations, local authority or other statutory made aware of the need to meet them before the damage happened or these or any other fees or related costs apply to any undamaged parts of your building.</p> |
| <p>13 Damage to your buildings, stock, workshop machinery models and tools and equipment arising out of any other accidental cause</p> | <p>Damage by any cover listed under What is covered forming part of the Home Workshop section of the policy or by any of the causes which is specifically excluded from these covers as stated under What is not covered</p> |
| <p>14. Damage to your workshop machinery, stock or tools and equipment whilst they are temporarily moved away from your building to another location within the United Kingdom, the Channel Islands, the Isle of Man and Europe arising out of</p> <ul style="list-style-type: none"> • Fire, lightning, aircraft, explosion earthquake or smoke • Storm or Flood • Water escaping from washing machines, dishwashers, fixed water or fixed heating systems. Oil escaping from a fixed heating system • Riot, civil commotion • Malicious acts or vandalism • Theft or attempted theft using force and violence to get into or out of the premises where your workshop machinery, stock and tools and equipment are temporarily kept • Falling trees or branches • Falling aerials or satellite receiving equipment, their fittings or masts • Impact involving vehicles, aircrafts or anything dropped from them, or animals | <p>Any amount exceeding the limit shown in your schedule.</p> <p>Damage if the premises where your workshop machinery, projects or tools and equipment are temporarily kept are left for more than 14 days in a row without any person residing, living or working there.</p> <p>Damage to the property insured while in the course of a journey by any means including whilst being loaded or unloaded.</p> |

How we settle claims

We will, at our option replace repair or pay for any **damaged** item as described in the **policy**, up to the total sum insured or in respect of any item its sum insured or any other stated limit of liability in the **schedule**:

- 1) For **buildings** and **tools and equipment**, the cost of repair or replacement as new
- 2) For **workshop machinery** and **projects** the cost of repair or replacement with an equivalent **model** or specification or if **we** are unable to economically repair or find a replacement or a similar quality, **we** will agree a cash settlement.

Underinsurance

In respect of **buildings**, stock and **tools and equipment**

If at the time of the **damage** the sum insured by the relative item is less than the Insurable Amount the amount otherwise payable shall be proportionately reduced.

Insurable Amount shall be **reinstatement value**.

Reinstatement Value shall mean the total of the insured costs in reinstating the **buildings** or **tools and equipment** to a condition substantially the same as but not better or more extensive than its condition when new at the level of costs applying at the commencement of the **period of insurance**

plus

the cost of any professional fees incurred in the reinstatement of the building (but not for preparing the claim)

plus

the costs of removing debris, dismantling, demolishing, shoring up and propping portions of the **building** but excluding any expenses:

- i) incurred in removing debris except from the site of such property **damaged** and the area immediately adjacent to such a site; and
- ii) arising from pollution or contamination of property not insured by this **policy**.

In respect of **workshop machinery**

If at the time of the **damage** the sum insured in respect of any one specified item is less than the value of **damage**, the amount payable shall be proportionately reduced.

Public & Products Liability Insurance

What is covered

We cover **your** legal liability to pay as compensation for accidental death, disease, illness or accidental physical injury to anyone or **damage** to physical property arising from **your** activities described in **your policy** schedule and occurring within the United Kingdom, the Channel Islands, the Isle of Man and **Europe** during the **Period of Insurance** shown in the schedule.

The most **we** will pay is the Limit of Indemnity shown in the schedule.

We will also pay:

- i. claimants' costs and expenses, and;
- ii. **your** costs incurred with **our** prior written consent to investigate, settle or defend that claim in addition to the Limit of Indemnity shown in the **schedule**. If **Your** liability (excluding any costs and expenses) exceeds the limit of indemnity, then any costs and expenses covered under this section will be limited to the proportion that the limit of indemnity bears to the total amount of that liability.

Where **you** comprise more than one party, **we** will indemnify each party in the same manner and to the same extent as if a separate **policy** had been issued to each. The most **we** will pay is the Limit of Indemnity shown in the **schedule** regardless of the number of parties to be indemnified.

If **we** ask **you** to attend court as a witness in connection with a claim, in respect of which **you** are entitled to claim under this **policy**, **we** will compensate **you** £250 for each day on which **your** attendance at court is required.

What is not covered

The **excess** in the schedule

Damage to anything owned by **you** or which is **your** legal responsibility.

Damage to anything owned by or which is the legal responsibility of **your family**.

Injury, death, disease or illness to any of **your family** or **employees**.

Liability arising out of the actual, alleged or threatened absorption, ingestion or inhalation of asbestos in any form by any person, or the existence of asbestos in any form.

Liability arising out of an event occurring within the United States of America or its territories and possessions, Puerto Rico or Canada if the liability also arises out of:

- i. the actual, alleged or threatened absorption, ingestion or inhalation of silica in any form or in combination with any other particulate, suspension or dust by any person; or
- ii. the existence of silica in any form or in combination with any other particulate, suspension or dust.

Liability arising out of exemplary, punitive, aggravated or liquidated damages or any penalties, fines or similar award.

Liability arising from any employment, trade, profession or business.

Liability arising from any illegal or offensive act or omission that results in the maltreatment of a person, including acts or omissions of a physical, sexual, verbal, psychological, emotional or financial nature.

Liability arising from the possession ownership or use of:

- i. any motor vehicle, (including garden machinery or wheelchairs), whether licensed for road use or not, unless stationary and powering working plant for demonstration purposes;
- ii. any boat, wetbike, sand yacht, hovercraft, aircraft or train (other than hand propelled boats and **models**); or
- iii. gliders, hang-gliders, caravans or **trailers**.

Liability assumed by **you** under a contract to any third party within the meaning of the Contracts (Rights of Third Parties) Act 1999 unless the liability would have attached without the contract.

Liability arising from any of **your family** owning land or **buildings**.

Liability arising from the explosion or malfunction of a pressure vessel, or boiler, unless the equipment has, at the time of the loss, a valid certificate issued by an authorised body.

Liability arising from the ownership or operation of track work exceeding 2-foot gauge.

Liability arising from pollution or contamination unless the

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pollution or contamination is arising out of a sudden identifiable unintended and unexpected incident which takes place in its entirety in a specific moment in time and place.

Liability arising from the driving of locomotives if the driver is less than 16 years old unless they are members of a model engineering club or society and supervised by a competent driver over the age of 16.

Liability arising from the use of **models** with the exception of **model-aircraft, model-boats, model-air cushioned vehicles** and **model-locomotives** for which cover is provided.

Liability arising from boiler or pressure vessel explosion unless:

- a) the boiler or pressure vessel concerned has at the time of the incident a valid examination certificate issued against a suitable written scheme of examination drawn up by either an inspection authority affiliated to the Safety Assessment Federation (SAFed) or by the National Traction Engine Trust;
- b) the boiler or pressure vessel concerned has at the time of the incident a valid examination certificate issued by a person or body appearing on the National Traction Engine Trust Register of Boiler Inspectors;
- c) the boiler or pressure vessel concerned has at the time of the incident a valid hydraulic test certificate and a valid steam test certificate both issued following examinations conforming with the Examination and Testing of Miniature Steam Boilers (New Edition 2006) and any subsequent revisions;
- d) the vessel concerned is a small boiler namely that it has a capacity of not more than 3 bar litres or the vessel concerned is a gas tank with a capacity of not more than 250ml when cover shall be in force whether or not a valid examination certificate has been issued;
- e) valid thorough examination certificate has been issued; or the boiler or pressure vessel concerned is undergoing test by an authorised boiler tester when cover shall be in force whether or not a valid examination certificate has been issued; or
- f) the boiler or pressure vessel concerned is undergoing test by an authorised boiler tester when cover shall be in force whether or not a valid examination certificate has been issued.

Liability arising from the cost of making good **Damage** to property:

- (a) belonging to **You**; or
- (b) being that part of any property worked upon by **you** and arising out of such work; or
- (c) being any **Product** (other than any **Product** supplied under a separate contract) or
- (d) in **Your** custody or control other than for premises which are temporarily occupied by you as part of **your** activities described in the policy schedule

Liability arising from **Products** attached by virtue of an agreement but which would not have attached in the absence of such agreement unless **you** have signified its general approval to the form of such contract or agreement by endorsement hereon.

Liability arising from or caused by the ownership possession or use by or on behalf of **you** of any mechanically propelled vehicle or plant except

- a) the loading or unloading of the bringing to or taking away of a load from any mechanically propelled vehicle or plant.

Provided that **we** will not grant indemnity

- i) in respect of liability which is compulsorily insurable under any road traffic legislation
- ii) if indemnity is provided by any other insurance.

Liability for costs and expenses for

- (a) the repair inspection alteration correction or replacement of defective materials service or workmanship or
- (b) the withdrawal recall inspection alteration correction or making of any refund in respect of **Products**.

Liability arising out of **Products** comprising or incorporated in or on any aircraft spacecraft or military or naval missile

Liability arising out of **Products** comprising or incorporated in ground support or control equipment used for the purpose of guidance navigation or direction of any aircraft spacecraft or military or naval missile

Liability in respect of accidental physical injury sustained by an employee and arising out of and in the course of their employment by **you**

Liability arising out of advice design plan formula specification or omission to perform a professional duty provided for a fee or in circumstances where a fee would normally be charged

Conditions of cover applicable to this section of cover

Heat Away Conditions

The word 'Equipment' shall mean

(a) grinding wheels cutting discs angle grinders electric oxy-acetylene or other welding or cutting equipment blow torches blow lamps or flame guns or hot air guns in each case howsoever powered or driven and or

(b) gas powered soldering irons

including all gas or fuel containers and hose connections

The words 'Bitumen Heaters' shall mean vessels for the heating of tar bitumen or bituminous compounds

Section Exclusion 15 shall not apply but the

Company shall not be liable to indemnify the Insured in respect of liability arising from or caused by the use of Equipment or Bitumen Heaters away from premises owned by or leased or rented to the Named Insured unless the following precautions are taken at all times

(a) a responsible person is appointed to facilitate compliance with all requirements of these conditions

(b) prior permission from the occupier/owner of the site has been granted to use the Equipment or Bitumen Heaters and suitable and adequate fire extinguishing appliances are provided at the point of use

(c) all workers are aware of the location of fire alarms and firefighting equipment provided on site which shall be ready for operation at the time the Equipment or Bitumen Heaters are in use

(d) the item being worked on and the area where the Equipment is to be used including on the other side of any ceiling floor wall or partition and within and on the other side of any tank pipe drum or apparatus are checked to ensure that no combustible material or inflammable liquid or gas is in danger of ignition directly or through conducted heat

(e) all combustible materials or inflammable liquid or gases in the vicinity of the work other than gas or fuel connected to the Equipment shall be removed to a safe distance

Equipment is being used

Any combustible material or inflammable liquid or gases which can not be reasonably moved shall be covered and fully protected by overlapping sheets/screens of non combustible material

Where the nature of materials or liquids or gases can not be properly verified by a suitably qualified person as non combustible or non inflammable they must be assumed as combustible or inflammable and all stated precautions be carried out in full

(f) Equipment and Bitumen Heaters are examined prior to use and any defects found are repaired or replaced prior to use

(g) Equipment and Bitumen Heaters are attended at all times whilst in operation and only used in accordance with the manufacturer's instructions and by a worker who is trained and experienced in its use

(h) whilst heating is taking place Bitumen Heaters are kept in the open or if within a building or on a roof then placed on a surface of non-combustible material

(i) the area where the Equipment has been used including on the other side of any floor wall ceiling or partition and within and on the other side of any tank pipe drum or apparatus is to be examined immediately following use of the Equipment and then at regular intervals for at least one hour to ensure that there is no risk of fire

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